



GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO. 1103-033

CM at RISK FRISCO FIRE STATION #7

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***April 7, 2011 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***  
**ORIGINAL AND FIVE COPIES REQUIRED, PLUS ON A CD OR  
FLASH DRIVE**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

**MARCH 29, 2011 5:00PM CST
VIA EMAIL TO
PURCHASING@FRISCOTEXAS.GOV**

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston C.P.M., CPPO
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540**

**Daniel Ford, CPPB
Buyer
dford@friscotexas.gov
972 292 5542**



CITY OF FRISCO
COMPETITIVE SEALED PROPOSAL NUMBER
1103-033

RFP for CM at Risk for Frisco Fire Station #7

BIDDER MUST SUBMIT ORIGINAL PROPOSAL AND FIVE (5) COPIES, PLUS A CD OR FLASH DRIVE TO FACILITATE EVALUATION. IF COPIES OR A CD OR FLASHDRIVE ARE NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for **CM at Risk for Frisco Fire Station #7**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by April 7, 2011 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and names of those who submitted will be read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on April 7, 2011 at 2:05 PM CST.

Write the competitive sealed proposal number 1103-033, name of proposal, "RFP for CM at Risk for Frisco Fire Station #7", and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit an original and five (5) copies, plus a CD or Flash drive of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons

for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. **BIDDER SHALL PROVIDE:** With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services' approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco Purchasing Division at 972-292-5542.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A

person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2011

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

REQUEST FOR COMPETITIVE SEALED PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES (CM at Risk)

CITY OF FRISCO FIRE STATION #7

The City of Frisco, Collin County, Texas ("City") will accept Competitive Sealed Proposals from Construction Managers until 2:00 PM CST on April 7, 2011, to:

City of Frisco
Attn: Tom Johnston
Director of Administrative Services
6101 Frisco Square Blvd.
Frisco, Texas 75034

The project consists of construction of a 3-bay fire station (the "Project").

The Project consists of constructing a new 3-bay fire station and all site development. The construction will take place on an approximate 3.155 acre site at 330 W. Stonebrook Parkway, Frisco, Texas 75034. The work consists of the construction of the entire Project, including all paving, landscape, drives, site electrical and ancillary buildings. The fire station will be approximately 14,582 square feet, a structural steel frame, brick and stone veneer, and standing seam metal roof. The Project will include apparatus bays, support spaces, fire house functions, i.e. dayroom, kitchen, dormitory, rest rooms, watch room, conference room and a training room.

One CM at Risk will be selected for the Project.

The Project shall be constructed generally in accordance with the schedule set forth in Section 4 and shall be substantially completed within ten (10) months from commencement.

The City reserves the right to waive any informality and to reject any or all proposals. When the City selects a proposer, the City may discuss with the selected proposer options for cost reduction or other negotiations. If the City is unable to reach a contract with the selected proposer, the City will terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

It is the intention of the City to select via Competitive Sealed Proposals a Construction Manager at Risk for the construction of the Project. The Project scope and Project schedule are defined on previous pages of this Request for Competitive Sealed Proposals.

Proposals are to include the information requested in the Response Section below in the sequence and format prescribed. In addition to and separate from the requested information, supplementary materials may be provided to further delineate a proposal.

Proposals original and (5) copies, plus a CD or flash drive are to be submitted to:

City of Frisco
Attn: Tom Johnston
Director of Administrative Services
6101 Frisco Square Blvd.
Frisco, Texas 75034

no later than 2:00 PM CST on Thursday, April 7, 2011. The clock in the City office shall govern as to the required time for submittal of proposals. Immediately thereafter, the City and its Architect will review the proposals and make a recommendation to the City Council

Queries about the Project and Request for Proposals should be addressed to:

Mr. Lawrence Wood
Phelps/Wood Architects
8992 Taft Powell Road
Frisco, Texas 75035
Phone No. (972)335-9382
Email: Lawrence@phelpswood.com

Tentative Project Schedule

RFP Available	March 11, 2011
Question Deadline	March 29, 2011
Proposals due	April 7, 2011
Award of Contract	within four (4) weeks
Substantial Completion of Work	Ten (10) months from commencement

REQUEST FOR PROPOSALS RESPONSE

Please provide the following information in the sequence and format prescribed by this response section. Supplemental materials providing additional information may be attached, if limited to three pages, but the information requested below is to be provided in this format.

1. Firm Information:

A. General:

Name of firm:

Address of principal office:

Phone:

Fax:

Primary Individual to Contact:

Form of Business Organization (Corporation, Partnership (type), Individual, Joint Venture, Other)

Year Founded:

State of Organization:

Year's organization has been in business in construction in its current capacity:

B. Experience:

1. List the firm's major projects (particularly fire facilities) over the last five years in the construction of projects of comparable size and complexity under the CM at Risk procurement method. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, substantial completion date, owner and architect.

2. List all projects within the last five years not included in No.1 above which your firm completed in the North Texas area giving the name of the project, location, owner and architect.

3. List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.

4. Identify those projects listed above that included your organization providing pre-construction services.

5. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for

scheduling during the design/documents phases. It is anticipated that the guaranteed maximum price will be furnished at the 100% construction document phase. Is this an appropriate time for its submission? Which (one or more) of your projects listed above best exemplify these concepts and experience?

C. Licensing:

1. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
2. List jurisdictions in which your organization's partnership or trade name is filed.

D. Financial:

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statements showing the following items:
 - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
 - B. Noncurrent assets (e.g., net fixed assets, other assets).
 - C. Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - D. Noncurrent liabilities (e.g., notes payable).
 - E. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
2. Name and address of firm preparing attached financial statement and date thereof.
3. Is the attached financial statement for the identical organization named in 1A above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?
5. Provide name, address, and phone for bank reference.

6. Surety: Name of bonding company, name and address of agent. A bond for 100% of the construction cost will be required upon submission of the GMP. Proof of ability of bond will be required prior to selection.

2. Project Proposing on: Construction of Frisco Fire Station #7

3. Fees:

It is anticipated that the City will enter into a fixed sum contract with the CM at Risk.

Pre-construction Services Fees

To include personnel expenses, projects estimates, preliminary project schedules, value engineering and constructability reviews, overhead and profit, and other services described on Attachment 1, through the Design Phase portion of the project.

\$ _____

Construction Phase Services Fees

To include overhead and profit to administer the project construction, including, but not limited to, the services listed in Attachment 2.

The fee quoted will not include direct project management expenses (on-site personnel expenses) or direct project expenses. These items will be negotiated after a construction manager is chosen, and will be included as a part of the guaranteed maximum price.

\$ _____.

Savings

Describe your organization's concept for the disposition of savings realized during construction. Is it acceptable to return the full amount of the savings to the owner?

Contingencies

Your organization will be required to make all cost information during design and construction and make it available to Owner and Architect. Describe how this information would be furnished and how the Owner and Architect would be assured that it is complete and accurate.

4. Construction Schedule

5. Performance and Payment Bond

Identify the premium for 100% Performance and Payment Bond \$_____.

Indicate if the performance and payment bonds will be furnished by the CM at Risk or the sub-prime contractors.

6. Liability Insurance

Identify the premium for General Liability, Automobile Liability and Umbrella Liability Insurance.

7. Builders Risk Insurance

Identify the premium for Builders Risk Insurance.

8. Personnel

Given the scope and schedule of the project, identify the Project Manager, Estimator, and Field Operations personnel who would work on the project.. Provide a resume and references for each individual.

9. Owner/Contractor Agreement

The City will use the Owner/Construction Manager Agreement on the AIA Document A133. Please note any major exceptions/issues you have regarding this document and return it with your Proposal.

10. References

Provide a maximum of 3 client references. Only 3 references will be checked.

References should be for projects constructed under the CM at Risk delivery method if possible.

CRITERIA FOR SELECTION

The City shall use the following criteria, weighted in order as set forth below, for the selection of the proposal that offers the best value to the City:

Experience of the Proposer -

- 1) Has the Proposer constructed projects of similar size, type and complexity?
- 2) Has the City or its agents worked satisfactorily with the Proposer in the past?
- 3) Is the Proposer accessible for warranty item management?

Past performance of the Proposer -

- 4) Is the quality of Proposer's work good?
- 5) Does the Proposer stay on schedule?
- 6) Has the Proposer demonstrated a history of fair value engineering?
- 7) Does the Proposer pay subs on time?
- 8) Does the Proposer work well with the owner on change orders?
- 9) Does the Proposer timely complete warranty work?

Proposed personnel and management team -

- 10) Are Proposer's personnel experienced in similar projects?
- 11) Have the proposed personnel demonstrated the ability to demand quality work?

Reputation -

- 12) Is the Proposer considered a "team player" or is it adversarial?
- 13) Has the Proposer demonstrated a long term presence in the DFW market?
- 14) Have past clients expressed a willingness to work with the Proposer again?

Financial strength -

- 15) Is the Proposer adequately capitalized?

Methodology -

- 16) Has the Proposer demonstrated a history of working with underutilized businesses?

Compensation -

- 17) How does the compensation, including preconstruction and construction

services, quoted by the Proposer rank in relation to all other qualified proposals?

Weight: Subcategory nos. 1 through 16 will have equal relative weight and will be assigned a score from 1 to 10, with 10 being the highest, or most favorable, score. Subcategory no. 17 will have a relative weight three times greater than each of nos. 1 through 16 and the score for subcategory no. 17 will be determined by assigning the number 10 to each proposal which has the lowest compensation and assigning a successive descending number to each successively higher proposal. The resulting number for subcategory 17 will be multiplied by a factor of 3 to achieve the recorded score. The scores for each subcategory will then be totaled for each proposal; and the proposal receiving the highest score will be considered to be the proposal which offers the best value for the City.

44.34. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

A person or business entity that enters into a contract with the City must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business for work or materials provided or accomplished.

This section does not apply to a publicly held corporation.

**BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND FIVE (5) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?**

COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1103-033

CM at Risk for Frisco Fire Station #7

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____